STATE OF OKLAHOMA

County of Tulsa

Before me, the undersigned, a Not say ruplic in and for said County and State, on this 26th day of October, 1923, personally appeared Fitz S. Hurd and Nancy Hurd, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

My commission expires Aug. 28, 1924 Joseph C. Dowdy, Notary Public (SEAL) Filed for record in Tulsa County, Tulsa Oklahoma, Feby 29, 1924 at 4:15 o'clock P. M. in Book 486, page 420

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

252366 C. J. UNITED STATES OF AMERICA STATE OF OKLAHOMA

MIMEARED

NUMBER

776

GUARANTEE and TRUST COMPANY

TULSA. OKLA .

OKLAHOMA SECOND MORTGAGE

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29 . Jeb. 199

KNOW ALL MEN BY THESE PRESENTS:

That Lula E. Warner, single, O. F. Warner and Hattie M. Warner, his wife of Tulsa, Tulsa County, in the State of Oklahoma, parties of the first part, have mortgaged and hereby the state of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Title Guarantee & Trust Company, of Tulsa, Oklahoma party of the second part, the following described real estate and premises, situate in Tulsa County, State of Oklahoma. to-wit:

> Lot Three (3), Block Forty-five (45), Owen Addition to the City of Tulsa, Tulsa County, Oklahoma,

with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of FIVE HUNDRED AND NO/100 Dollars, with interest thereon at the rate of 8% per cent per annum, payable semi-annually from date according to the terms of one certain promissory note, described as follows, to-Note in the sum of \$500.00, executed by Lula E. Warner, single, O. F.

Warner and Hattie M. Warner, his wife, dated February 26th, 1924, bearing interest at the rate of 8% per annum, payable semi-annually and due March lst, 1925,

executed by the makers hereof, of even date herewith, due and payable to the order of the second party, with interest thereon at the rate of 8% per centum per annum until due, and at the rate of ten per centum per annum after maturity.

The interest before matu. y is further evidenced by coupons attached to the principal note, principal and interest payable at the place designated in said note and coupons.

The parties of the first part hereby make the following special covenants to and with said party of the second part and their assigns, to-wit:

FIRST. That said first parties will procure separate policies of insurance against fire and tornadoes, each in the sum of ----- Dollars, and maintain the same during the life of this mortgage for the benefit of the mortgagee or their assigns, and made payable to the mortgagee or assigns as his or their interest may appear.

SECOND. That the first parties will pay all taxes and assessments, whether general or special, lawfully levied or assessed on said premises before the same become delinquent.